

30 JULY 2004

AMENDMENTS OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT NUMBER J	PAGE OF PAGES 1 7	
2. END-ITEM NUMBER/DESCRIPTION <b>PR0002</b>	3. EFFECTIVE DATE <b>24-Jun-2004</b>	4. REVISION NUMBER/TYPE (See Item 4C) <b>0002 RELEASE</b>	5. DIRECTOR (Supplied by)	
5. ITEM BY ITEM <b>AMERICAN AUTO LOGISTICS, LP</b> 1000 FORTRESS PLAZA, SUITE 1000 200 BIRMINGHAM STREET, 10TH FLOOR ALEXANDRIA, VA 22314-3000	6. AUTHORIZED BY: (Name and Job Title) <b>IN PART TRAFFIC MANAGEMENT COMPANY MITCH TRAFFIC-DRIVER FOR AMERICA 1000 FORTRESS PLAZA, 10TH FLOOR ALEXANDRIA, VA 22314-3000</b>	7. DIRECTOR NO. (Supplied by) <b>MT0167</b>		
8. NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and Zip Code) <b>AMERICAN AUTO LOGISTICS, LP 1000 FORTRESS PLAZA, SUITE 1000 200 BIRMINGHAM STREET, 10TH FLOOR ALEXANDRIA, VA 22314-3000</b>	9. A. AMENDMENT OF SOLICITATION NO. <b>MR. DATED (See Item 10)</b>			
CODE: <b>3WVE</b>	10. FACILITY CODE:	X B. DATE OF CONTRACT ORDER NO. <b>DANTO-03 D-0194</b>		
		11. MAR. DATED (See Item 15) <b>15-Aug-2003</b>		
12. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <p>(Check one box) <input checked="" type="checkbox"/> I acknowledge that the above amendment or modification is my responsibility. <input type="checkbox"/> I acknowledge that the above amendment or modification is my responsibility.</p> <p>CFA and other changes made by this amendment or modification are reflected on or are reflected by one of the following methods:  <input checked="" type="checkbox"/> By amending Item 8 and changing _____ items of the schedule, the total amount being charged for this would be an exact copy of the original schedule.  <input checked="" type="checkbox"/> By amending Item 8 and changing _____ items of the schedule, the total amount being charged for this would be an exact copy of the original schedule plus an additional amount of \$_____.  <input checked="" type="checkbox"/> RECEIVED AT THE PLACES DESIGNATED BY THE REQUESTER OR REFERRED TO IN THE FOUR AND ONE-HALF YEARS FOLLOWING ANY RESULT IN      DELIVERY OF YOUR ORDER. If any of the methods you choose change an offer already accepted, we charge any increase or decrease or fees, provided such changes do not relate to the addition of items, amendments, and if received prior to the signing of the contract date indicated.</p>				
13. ACCOUNTING AND APPROPRIATION DATA (If required)				
14. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CUA WHICH SET FORTH IN ITEM 14 AND MADE IN THE CONTRACT ORDER NO. IN ITEM 14.				
B. THE ABOVE NUMBERED CONTRACT ORDER IS AMENDED TO SUBJECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 (1)(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO IN RIN AND THE AUTHORITY OF:				
X D. OFFICE (Specify type of modification and authority) <b>PAR 43 13(b)</b>				
E. IMPORTANT: Contractor <input type="checkbox"/> is authorized <input checked="" type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION: (Dominated by 100% federal funding, including solicitation/contract subject matter when feasible) See Page 2				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

NARRATIVE:

1. Appendix A, Vehicle Claims Instructions, paragraph 4(c), page 3, is modified to read as follows:

"c. If you have private vehicle insurance that covered the vehicle while it was being shipped, you may be required to file and settle the claim with your insurance company prior to filing with the Government. While such filing is usually optional, you should contact the nearest claims office of your Military Service, as soon as possible, to determine if it is required. You do not need to file with your private insurer if you file and settle your claim directly with the contractor."

2. Appendix B, Page 3: Operating hours for Italy (all VPCs) is changed to read 0800 – 1700.

3. Appendix B, Page 5: Points of contact is updated to reflect Mr. James Berndt at Lakenheath/Mildenhall. Ms. Noreen Johnson is the point of contact for West Holkirk.

4. Appendix B, Page 7: Operating hours for Rota, Spain is changed to read 0800 – 1700.

5. PWS Paragraph C.9.7.2: First sentence is changed to read as follows:

"The contractor shall notify the customer/sponsor of the date the POV will be available for pick-up at destination. Such notice to be mailed within two business days of receipt of POV at destination."

6. Replacement pages are attached to this modification in same order as listed above.

7. Please note any reference to Military Traffic Management Command (MTMC) throughout the contract is now Surface Deployment & Distribution Command (SDDC).

End of Modification - Replacement pages follow

have two years from date of pick-up to file a claim with the military claims office. If you wait two years to file a claim with the contractor, you will probably not have time to file a claim with the Government if you are not satisfied with the contractor's offer.

**4. FILING CLAIMS WITH A MILITARY CLAIMS OFFICE**

a. If you elect to file a claim with the Government, call or visit the claims office at your installation or the nearest military installation. The claims personnel at the military claims office will give you the necessary claim forms and instructions.

b. You must prove that you own the vehicle, that the loss and/or damage you are claiming occurred during the Government-sponsored shipment and the cost of any repairs or replacement. Claims personnel can answer any questions, especially about estimates of repair. Any estimates of repair or paid repair bills for damage to operating systems such as transmission, electrical system, or engine should include a professional opinion as to the cause of the damage. Estimates of repair or paid repair bills must identify what was repaired or replaced. For example, a repair bill for a broken tail light and a broken windshield should show the cost of both items separately and have two entries, one showing the time to fix the tail light and one showing the time to fix the windshield.

c. If you have private vehicle insurance that covered the vehicle while it was being shipped, you may be required to file and settle the claim with your insurance company prior to filing with the Government. While such filing is usually optional, you should contact the nearest claims office of your Military Service, as soon as possible, to determine if it is required. You do not need to file with your private insurer if you file and settle your claim directly with the contractor.

d. If you file a claim with the Government, you are required to notify the claims office where you filed the claim of any offer of settlement or denial of liability by any third party, such as the contractor who shipped the vehicle or your private insurer.

e. While you have two years from the time you picked up your POW to file a claim with the Government, YOU SHOULD FILE YOUR CLAIM AS SOON AS POSSIBLE, PREFERABLY WITHIN 60 DAYS OF PICK UP. Early filing assists the military claims office to resolve any questions about your claim that could delay payment.

Country: Germany

<u>QoL Location</u>	<u>Address</u>	<u>Type</u>	<u>Effective Date</u>
Bad Aibling	Bad Aibling Station CMR 400 APO AE 09098	QoL Site	1 Nov 03

6. Bad Aibling is a Quality of Life-Site. This is a pick-up and drop-off point with a low estimated volume. To schedule an appointment for pick-up/drop-off, the contractor shall contact the responsible ITO/TMO within 24 hours of receiving a POV destined for this location or within 24 hours of being notified by the ITO/TMO that a POV is ready for pickup. The contractor shall only release/pick-up the POV to/fiure the customer/owner or his/her agent; however, the contractor shall, at the specific request of the ITO/TMO and upon approval of the Contracting Officer, release/pick-up the POV to/from the ITO/TMO.

2. QL-Sites will not have a COR on-site.

Point of contact: Bad Aibling - Mr. Joseph Fuermeier Tel. 441-3909  
FAX 441-3714

Country: Italy

<u>VPC Location</u>	<u>Address</u>	<u>Operating Hours</u>	<u>Type</u>	<u>Effective Date</u>
Lavorno	Leghorn Army Depot (Camp Darby) Gove 22/Bldg 5138 SS 1 Annex 56018 Toscana - Pisa	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03
Vicenza	Via Polosa Bldg 970 Toriello quartiere 36030 Vicenza (Within 5 miles of Caserta Leader)	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03
Aviano	see 1 below	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03

1. The Aviano VPC will be contractor-owned/contractor-operated and located within a ten (10) mile radius of Aviano AFB
2. Customs procedures may vary regarding the use of ferries.

**Country: England**

<u>VPC Location</u>	<u>Address</u>	<u>Operating Hours</u>	<u>Type</u>	<u>Effective Date</u>
Lakenheath/ Mildenhall	see 1 below	0800-1630 Mon-Fri	CO-CO PS-VPC	1 Nov 03

<u>QoL Location</u>	<u>Address</u>	<u>Operating Hours</u>	<u>Type</u>	<u>Effective Date</u>
Menwith Hill	RAF Menwith Hill Sta B1.DG.31 Harrogate, North Yorkshire HKG 2RJ	By Appl	QoL Site	1 Nov 03
Saint Mawgan	Joint Maritime Facility Bldg 405 (Church Hill) RAF St. Mawgan New Quay, Cornwall TR8 4HP	By Appl	QoL Site	1 Nov 03
West Ruislip	RAF West Ruislip Lckenham Road Ruislip, Middlesex HA4 7DZ	By Appl	QoL Site	1 Nov 03

1. A contractor-owned/contractor-operated VPC shall be located with a twenty-five (25) mile radius.

2. Menwith Hill, Saint Mawgan, and West Ruislip are Quality of Life-Sites. These are pick-up and drop-off points with low estimated volumes. To schedule an appointment for pick-up/drop-off, the contractor shall contact the responsible ITO/TMO within 24 hours of receiving a POV destined for one of these locations or within 24 hours of being notified by the ITO/TMO that a POV is ready for pickup. The contractor shall only release/pick-up the POV to/from the customer/owner or his/her agent; however, the contractor shall, at the specific request of the ITO/TMO and upon approval of the Contracting Officer, release/pick-up the POV to/from the ITO/TMO.

3. QL-Sites will not have a COR on-site.

**Points of contact**

Lakenheath - Mr. James Bennett	44-1812-813950
Mildenhall	
Menwith Hill - Mr. Jim McMahon	44-1423-777887
Saint Mawgan - Mr. Stan Stanski	44-1637-833502
West Ruislip - Ms. Karen Johnston	44-0207-5144750

<b>Country: South Korea</b>				
<b>VPC Location</b>	<b>Address</b>	<b>Operating Hours</b>	<b>Type</b>	<b>Effective Date</b>
R37th Trans Bn Pusan	837th Trans Bn Pier 8 Kantman-Dong Nam Ku Pusan, Korea 608-070	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03
Camp Kim Seoul	Bldg # C5721-A TMP Compound 34 <sup>th</sup> SG Yongson APO AP 96205-0177	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03
Taeju	20th Support Grp Bldg 1415 Camp Henry, Korea APO AP 96218-0562	0800-1700 Mon-Fri	CO/CO FS-VPC	1 Nov 03

1. The contractor shall not operate a container freight station at any of the VPCs in Korea. Container stuffing and unstuffing shall be performed at the contractor's facility; therefore, pick up and delivery of POV's shall be unaccompanied.

2. The contractor is responsible for all customs and agriculture clearances. Customs paperwork shall be provided with the POV and provided to the customer in order for the customer to register the POV upon pick-up.

**Points of contact:**

Pusan: Mr. Son 82-51-401-7177  
Seoul: SPC Pinus 82-2-7913-8476  
Taeju: Mr. Kim 82-53-470-7589

**Country: Spain**

<b>VPC Location</b>	<b>Address</b>	<b>Operating Hours</b>	<b>Type</b>	<b>Effective Date</b>
Rota, Spain Supply Dept OPSDIV Traffic Branch NAVSTA Rota	0800-1730 Mon-Fri		CO/CO FS-VPC	1 Nov 03
Except Local Holidays				
<b>QoL Location</b>	<b>Address</b>	<b>Operating Hours</b>	<b>Type</b>	<b>Effective Date</b>
496 Air Base SQ Moron Air Base Seville, Spain	1MO - Unit 6585 By Appl AFO 06942	QoL Site		1 Nov 03

C.9.6.3.1 RESERVED

C.9.6.4 (APPLIES TO UNITED KINGDOM) The contractor shall prepare, sign, stamp and clear cargo with the appropriate customs form (C-88) or its successor form. Upon award of the contract, the contractor shall be assigned by the U.S. Customs liaison in the UK (U.S. Air Force) as a customs agent authorized to sign C-88s on behalf of the U.S. military. The contractor shall be liable for all fines and penalties incidental to the improper handling of C-88s.

C.9.6.5 The contractor shall perform all required agriculture inspections and certifications, in accordance with all applicable laws and regulations.

C.9.6.6 (APPLIES TO EUROPE, including UNITED KINGDOM) The contractor shall perform all required agriculture inspections. Contractor agriculture inspectors must attend an instructional four-hour course and be certified in accordance with all applicable laws and regulations prior to conducting agriculture inspections. The course is entitled Senior Military Customs Inspection (SMCI) course and will be provided by the Government. There is no charge for the course, but all travel and per diem incidental with the taking of this course shall be borne by the contractor. The course will be provided by EUCOM, 42nd Military Police, Mannheim, Germany. Current standards and provisions applicable to the conducting of agriculture inspections and the operation of inspection sites can be found in Appendix I.

C.9.7 POV PICK-UP PROCEDURES (Procedure for both GPC Shipping & POV Storage unless noted otherwise)

C.9.7.1 (GPC Shipping specific) Contractor shall unbox, repalletize, and uncrate motorcycles and accessories. The contractor shall reinstall accessories and remove all shipping labels from the POV.

C.9.7.2 (GPC Shipping specific) The contractor shall notify the customer/sponsor of the date the POV will be available for pick-up at destination. Such notice to be mailed within 7 business days of receipt of POV at destination. Notification shall be made in writing by mailing postage paid notification card or letter to the customer/sponsor. In areas dependent upon the military postal system, the contractor may provide the postage paid notification cards or letters to the COR for mailing through the military postal system. The contractor shall notify the customer by telephone if there is a problem with the POV, e.g., inoperable or damaged, and shall note the citation on the notification card or letter. Contractor shall update POV website with pick-up and/or any problems or irregularities with POV's delivery.

C.9.7.3 The contractor shall request the customer present a copy of the DD Form 788 or commercial equivalent, and valid identification. If the POV is being picked up by someone other than the owner (including spouse), secure and retain in the permanent name file a copy of the power of attorney, or (when authorized by individual service regulation) letter of authorization. If any question exists concerning a person's eligibility to pick up a POV, the contractor shall consult the Contracting Officer.

C.9.7.4 The contractor and customer shall jointly inspect the POV and inventory accessory contents in an enclosed lighted area. The contractor shall prepare and distribute complete, accurate, legible, and appropriately signed documentation required to effect delivery to the customer. The contractor shall use the original DD Form 788 or commercial equivalent, and the customer's copy of the DD Form 788 or commercial equivalent to conduct final joint inspection at the destination VPC. The original copy of the inspection form shall be maintained by the contractor as part of its official file. The contractor shall return the customer's copy upon completion of the joint inspection.

C.9.7.5 The contractor shall record the odometer reading in item thirteen (13) of the DD Form 788 or commercial equivalent. The contractor shall not make any adjustments to the odometer reading. Odometer reading shall not

(End of Summary of Changes)